

OMB No. 0



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U.S. Patent & TMO/TM Mail Rcpt Dt. #22

original documents or copy thereof.

1. Name of conveying party(ies): Sand Hill Capital Special Purpose LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: September 4, 1998 Effective Date: September 4, 1998

2. Name and address of receiving party(ies): Name: Business Recovery Services, Inc.

Internal Address: Street Address: 2694 Bishop Drive, Suite 115 City: San Ramon State: CA ZIP: 94583

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s) A. Trademark Application No.(s)

B. Trademark Registration Nos.(s)

1,714,369 1,716,751

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jamie R. Shelden Internal Address: Hopkins & Carley Street Address: PO Box 1469 City: San Jose State: CA ZIP: 95109

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account in the event there is a deficiency or overpayment.

8. Deposit account number: 08-2782 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jamie R. Shelden, Esq. Signature

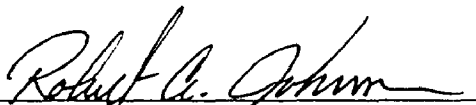
Date

Total number of pages including cover sheet, attachments, and document: 13

ASSIGNMENT

The undersigned Sand Hill Capital Special Purpose LLC, a California limited liability company (the "LLC"), hereby assigns to Business Recovery Services, Inc., a California corporation (the "Company"), all of its right, title and interest in and to all of those assets specified in that certain BILL OF SALE and assigned to the LLC pursuant to that certain ASSIGNMENT, copies of which are attached hereto as Exhibit A and Exhibit B, respectively, incorporated herein by reference, which assignment represents the LLC's contribution of capital to the Company valued at \$650,000, in exchange for a One Hundred Percent (100%) interest in said corporation, which capital contribution shall be evidenced by the Company's issuance of a common stock certificate in the amount of 65,000 shares effective as of September 4, 1998.

SAND HILL CAPITAL SPECIAL
PURPOSE LLC

By 
Robert Johnson, Manager

ACCEPTANCE

Business Recovery Services, Inc., a California corporation (the
“Company”) hereby accepts the Assignment of those assets specified in Exhibit A
hereto valued as \$650,000, and upon execution of the within Assignment agrees to
issue a common stock certificate to Sand Hill Capital Special Purpose LLC, a
California limited liability company, in the amount of 65,000 shares, effective as of
September 4, 1998.

BUSINESS RECOVERY SERVICES,
INC.

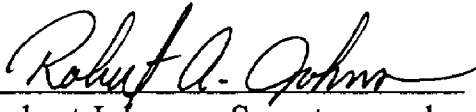
By 
Robert Johnson, Secretary and
Chief Financial Officer

EXHIBIT A
BILL OF SALE

4388-4
430/0157596.01/2

- 3 -

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BILL OF SALE

This Bill of Sale is issued in conjunction with that certain public sale held on July 7, 1998 pursuant to California Commercial Code § 9504 and previously noticed by Sand Hill Capital, LLC ("Secured Party"), the secured party under a Loan Agreement, dated December 1, 1997, and an Intellectual Property Security Agreement, dated December 11, 1997 (hereinafter referred to collectively as "the Sand Hill Loan Documents"), both of which were executed by J.D.B. Associates, Inc. d/b/a Bank Up ("the Debtor"), as debtor/borrower.

Sand Hill Capital, LLC ("Buyer") having been the successful bidder at the sale, and having tendered valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party does hereby sell, assign, and transfer to Buyer, all of Debtor's right, title, and interest in and to the following assets (hereinafter collectively referred to as "the Assets"), to the extent such existed as of the date of sale:

(a) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Bank Up's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

(c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

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(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Bank Up arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Bank Up, whether or not earned by performance, and any and all credit insurance, guarantias, and other security therefore, as well as all merchandise returned to or reclaimed by Bank Up;

(e) All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Bank Up's books and records relating to the foregoing;

(f) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing;

(g) All of Bank Up's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

This sale, assignment and transfer is made by Secured Party and accepted by Buyer "as is" and "where is" and without warranty or representation of any kind or nature, provided, however, that Secured Party does warrant that it holds a valid and perfected security interest in the Assets. Except as specifically provided in this Bill of Sale, Secured Party makes no representation or warranty regarding the Assets referred to herein, and Buyer hereby acknowledges that it has not relied on any statement or any representation of Secured Party regarding the Assets.

Pursuant to California Commercial Code § 9504(4), (i) the public sale of the Assets discharges Secured Party's security interest and any security interest or lien subordinate thereto, and (ii) Buyer hereby takes title to the Assets free of all such rights and interest.

3040151254.02/2

In witness whereof, the undersigned executes this Bill of Sale this 7th day of July, 1998 in Menlo Park, California.

SAND HILL CAPITAL, LLC

By Robert A. Johnson
ROBERT JOHNSON
Chief Credit Officer

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EXHIBIT B
ASSIGNMENT

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TRADEMARK
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ASSIGNMENT

The undersigned Sand Hill Capital, LLC, a California limited liability company, hereby assigns to Sand Hill Capital Special Purpose LLC, a California limited liability company, all of its right, title and interest in and to all of those assets valued at \$650,000 as specified in that certain BILL OF SALE, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, in exchange for a Ninety-Nine Percent (99%) membership interest in Sand Hill Capital Special Purpose LLC effective as of July 8, 1998.

SAND HILL CAPITAL, LLC

By 
William Del Biaggio, President

ACCEPTANCE

Sand Hill Capital Special Purpose LLC, a California limited liability company, hereby accepts the Assignment of those assets specified in Exhibit A hereto effective as of July 8, 1998.

SAND HILL CAPITAL SPECIAL
PURPOSE LLC


By 
Robert Johnson, Manager

EXHIBIT A
BILL OF SALE

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BILL OF SALE

This Bill of Sale is issued in conjunction with that certain public sale held on July 7, 1998 pursuant to California Commercial Code § 9504 and previously noticed by Sand Hill Capital, LLC ("Secured Party"), the secured party under a Loan Agreement, dated December 1, 1997, and an Intellectual Property Security Agreement, dated December 11, 1997 (hereinafter referred to collectively as "the Sand Hill Loan Documents"), both of which were executed by J.D.B. Associates, Inc. d/b/a Bank Up ("the Debtor"), as debtor/borrower.

SAND HILL CAPITAL LLC ("Buyer") having been the successful bidder at the sale, and having tendered valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party does hereby sell, assign, and transfer to Buyer, all of Debtor's right, title, and interest in and to the following assets (hereinafter collectively referred to as "the Assets"), to the extent such existed as of the date of sale:

(a) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Bank Up's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

(c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

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(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Bank Up arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Bank Up, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefore, as well as all merchandise returned to or reclaimed by Bank Up;

(e) All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Bank Up's books and records relating to the foregoing;

(f) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing;

(g) All of Bank Up's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

This sale, assignment and transfer is made by Secured Party and accepted by Buyer "as is" and "where is" and without warranty or representation of any kind or nature, provided, however, that Secured Party does warrant that it holds a valid and perfected security interest in the Assets. Except as specifically provided in this Bill of Sale, Secured Party makes no representation or warranty regarding the Assets referred to herein, and Buyer hereby acknowledges that it has not relied on any statement or any representation of Secured Party regarding the Assets.

Pursuant to California Commercial Code § 9504(4), (i) the public sale of the Assets discharges Secured Party's security interest and any security interest or lien subordinate thereto, and (ii) Buyer hereby takes title to the Assets free of all such rights and interest.

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In witness whereof, the undersigned executes this Bill of Sale this 7th day of July, 1998 in Menlo Park, California.

SAND HILL CAPITAL, LLC

By Robert A. Johnson
ROBERT JOHNSON
Chief Credit Officer

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